

Appl. No. 10/606,098  
Atty. Docket No. AA594  
Amdt. dated Sept. 22, 2005  
Reply to Office Action of June 23, 2005  
Customer No. 27752

## REMARKS

### Claim Status

Claims 1 – 10 are pending in the present application. No additional claims fee is believed to be due.

### Rejection Under 35 USC §112, First Paragraph

The Office Action reminded the Applicant of the proper language and format for an abstract of the disclosure. Particularly, the abstract should be in narrative form and generally limited to a single paragraph on a separate sheet within the range of 50 to 150 words. Specifically, the current abstract is 171 words long. Per this response, Applicant has amended the Abstract to fewer than 150 words.

### Rejection Under 35 USC §102 Over U.S. Patent No. 6,142,985

The Office has rejected claims 1-10 35 U.S.C. 102(b) as being anticipated by Feist (US 6,142,985). Applicants respectfully submit that the Office has failed to make a *prima facie* case for the anticipation rejections presented below. In order to anticipate a claim, the reference must teach every element of the claim. MPEP §2131. "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." MPEP §2131 citing *Verdegaal Bros. V. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

Contrary to the claim interpretation relied on by the Office, barrier cuffs and gasketing cuffs are not interchangeable. Gasketing cuffs (also known as outer leg cuffs) are disposed along the longitudinal side edges of the diaper while barrier cuffs (also known as inner leg cuffs) are disposed inward from the longitudinal side edges toward the longitudinal axis of the diaper.

In Feist the gasketing leg cuffs (outer leg cuffs) are identified in Figure 10 as gasketing cuff 1074 while the barrier leg cuffs (inner cuffs) are identified as barrier cuffs 1076. Claims 1 of the subject application claims "an elasticized outer leg cuff" and not an inner leg cuff. Barrier cuff 1076 disclosed in Feist and relied on by the Office as anticipating claims 1-10 is an inner leg cuff and not an "elasticized outer leg cuff disposed adjacent to the longitudinal side edge of the absorbent article" as claimed.

Appl. No. 10/606,098  
Atty. Docket No. AA594  
Amdt. dated Sept. 22, 2005  
Reply to Office Action of June 23, 2005  
Customer No. 27752

Therefore, since Feist fails to teach an elasticized outer leg cuff as claimed, Feist does not teach each and every element claimed in claim 1 or claims 2-10 depending therefrom.

Even if cuff 1076 were an elasticized outer leg cuff, which it clearly is not, cuff 1076 does not have a base and a gasket cuff supported by the base at a joint of the base to the gasket cuff, much less an inner cuff extending laterally inwardly from the joint and an outer cuff extending laterally outwardly from the joint.

Consequently, Feist does not anticipate claim 1 or claims 2-10 depending therefrom.

In regard to claim 10, the Office further asserts that Feist discloses an elasticized outer leg cuff 32 which is z-folded and therefore, capable of being generally T-shaped when viewed from a three dimensional view (referring to Figure 11). As previously explained, the cuff disclosed in Figure 11 is an inner cuff 1076 and not an outer leg cuff 32. In fact, nowhere in Figure 11 of Feist is outer cuff 32 even referenced. In addition, as shown in Figure 11 of Feist, the inner leg cuff 1079 is attached to the topsheet via an adhesive tack 1016. Therefore, it is not clear, how such configuration is capable of being generally T shaped when viewed from a three dimensional view.

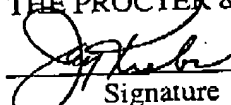
#### Conclusion

In light of the above remarks, it is requested that the Examiner reconsider and withdraw the rejection under 35 U.S.C 102(b). Early and favorable action in the case is respectfully requested.

Respectfully submitted,

THE PROCTER & GAMBLE COMPANY

By



Signature

Jay A. Krebs

Typed or Printed Name

Registration No. 41,914

(513) 634-4856

Date: September 22, 2005  
Customer No. 27752